

RETURN ADDRESS:

Puget Sound Energy, Inc.
 Real Estate
 3130 South 38th Street
 Tacoma, WA 98409
 SRG/CEB

EASEMENT

REFERENCE #: 3570820
 GRANTOR: CITY OF TUMWATER
 GRANTEE: PUGET SOUND ENERGY, INC.
 SHORT LEGAL: PCL A and B BLA-977359 PTN SE 03-17N-02W
 ASSESSOR'S TAX #: 8270-03-00300, 8270-02-00000, 8270-01-00100

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF TUMWATER, a Municipal Corporation** ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property in **THURSTON** County, Washington (the "Property"):

PARCEL A:

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-977359 AS RECORDED JUNE 12TH 1997 UNDER AUDITOR'S FILE NO. 3092993, IN THURSTON COUNTY, WASHINGTON.

PARCEL B:

PARCEL A OF BOUNDARY LINE ADJUSTMENT BLA 99 7391 TW AS RECORDED DECEMBER 22, 1999 UNDER RECORDING NO. 3271456 AND AMENDED 3287606, IN THURSTON COUNTY, WASHINGTON.

PARCEL C:

PARCEL B OF BOUNDARY LINE ADJUSTMENT BLA 99 7391 TW AS RECORDED DECEMBER 22, 1999 UNDER RECORDING NO. 3271456 AND AMENDED 3287606, IN THURSTON COUNTY, WASHINGTON.

Except as may be otherwise set forth herein, PSE's rights shall be exercised upon that portion of the Property the ("Easement Area") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF FOR EASEMENT DESCRIPTIONS HEREIN.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without prior notice to PSE: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

7. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

8. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

9. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

10. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

11. Severability. Invalidity of any of the provisions contained in this Easement, or of the

application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

12. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

13. Termination. The rights herein granted shall continue until such time as the parties agree to terminate such right by written instrument. If terminated, all improvements shall be removed by PSE at the owner's expense unless abandonment in place is authorized in writing by Owner. Any improvements authorized to remain in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

DATED this 22nd day of August, 2023

OWNER: **CITY OF TUMWATER**

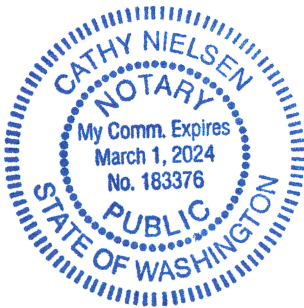
BY: Debbie Sullivan

Title: Mayor

STATE OF WASHINGTON)
)SS
COUNTY OF)

On this 22nd day of August, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Debbie Sullivan, to me known to be the person who signed as Mayor of **CITY OF TUMWATER** that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **CITY OF TUMWATER** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **CITY OF TUMWATER**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Cathy Nielsen
NOTARY PUBLIC in and for the State of Washington,
Residing at: Tumwater
My Appointment Expires: 3-1-2024

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"
(EASEMENT DESCRIPTIONS)

EASEMENT AREA 1:

AN EASEMENT AREA LYING WITHIN PARCEL A DESCRIBED ABOVE; BEING THE SOUTH FIFTEEN (15) FEET OF THE NORTH FOUR HUNDRED AND THIRTY-SEVEN (437) FEET OF THE EAST TEN (10) FEET OF THE ABOVE DESCRIBED REAL PROPERTY. (SW2)

EASEMENT AREA 2:

AN EASEMENT AREA LYING WITHIN PARCEL B DESCRIBED ABOVE; BEING THE WEST THIRTY (30) FEET OF THE NORTH FIFTY (50) FEET OF THE ABOVE DESCRIBED REAL PROPERTY. (PV2, JO6)

EASEMENT AREA 3:

AN EASEMENT AREA LYING WITHIN PARCEL B DESCRIBED ABOVE; BEING THE NORTH EIGHT (8) OF THE EAST FORTY-FOUR (44) FEET OF THE ABOVE DESCRIBED REAL PROPERTY ABUTTING ISRAEL ROAD SW. (PV3, JO7, VO3)

EASEMENT AREA 4:

AN EASEMENT AREA LYING WITHIN PARCEL C DESCRIBED ABOVE; BEING TWENTY-FIVE (25) FEET IN WIDTH WITH TWELVE AND A HALF (12.5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH RIGHT OF WAY BOUNDARY OF ISRAEL RD SW AND GRANTEE'S UNDERGROUND CABLES AS CONSTRUCTED OR TO BE CONSTRUCTED;

THENCE SOUTHEASTERLY ALONG GRANTEE'S FACILITIES A DISTANCE OF THIRTY-FIVE (35) FEET MORE OR LESS TO CONNECT TO THE EASEMENT AREA UNDER AFN: 3570820 AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION. (TO SW3 AND J10)